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Winona Housing Co-operative Inc.

By-law No. 5

OCCUPANCY BY-LAW

A BY-LAW ABOUT THE RIGHTS AND OBLIGATIONS OF THE CO-OP AND THE MEMBERS

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Passed by the Board of Directors on ___________, 20___

Confirmed by the members on ___________, 20___

1.7 Summary of Time Requirements

Attachment A at the end of this By-law is a summary of the time requirements for some actions by the co-op as required under this By-law and the *Co-operative Corporations Act.* In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.

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Article 2: Members' Rights

2.1 Use of a Unit and the Co-op's Facilities

The co-op gives members the right to:

- live in their housing unit
- use their parking space if any,
- use the co-op's common facilities, and
- be involved in the governance of the co-op.

Members have to follow co-op By-laws and policies in using these rights.

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Article 3: Members' Contributions

3.1 Housing Charges

(a) Monthly housing charges

Each member must pay regular monthly housing charges to the co-op. Regular monthly housing charges are made up of:

- the full monthly housing charges for the member's unit, less any housing charge subsidy
- parking charges, if applicable
- other monthly charges that members must pay under any of the co-op By-laws.

(b) Other housing charges

Each member must pay additional housing charges, if applicable. These include:

- the membership application fee of $ 50 per member (once only)
- late payment charges
- bank or financial institution charge for NSF cheques or failed payments
- NSF administration or failed payment charges
- all other amounts that a member has to pay under this By-law or any of the co-op's By-laws.

(c) Not included in housing charges

Housing charges do not include the following costs to a member:

- telephone for a unit
- insurance on the member's personal property
- the member's personal liability insurance.

If the co-op has to pay for any of these, the cost will be added to the member's housing charges.

(d) Adjusting items in housing charges

The items that are included in housing charges or not included in housing charges can be changed by a vote of the members at a general meeting. There should normally be a separate motion approving the change even though it is also stated in the budget materials.

3.2 Member Involvement

Members must attend all general members' meetings. Members are encouraged to take part in the other activities of the co-op.

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3.3 Payment of Housing Charges

(a) Time of payment

Housing charges are due on the first business day of each month, before noon.

(b) No cash payments

Housing charges cannot be paid in cash.

(c) Pre-authorized payment

Members must pay housing charges in a pre-authorized way.

Members will complete a pre-authorization form, permitting Winona to debit their account for the approved monthly housing charge.

Arrangements can be made at the co-op office.

3.4 Other Charges

Members are responsible for and must pay the co-op for any extra costs, charges or expenses caused by:

- the member,
- any member of their household, or
- anyone permitted on co-op property by the co-op member or another member of their household.

This applies even if no co-op By-law has been broken. Examples include debt collection charges and the cost of repairs.

3.5 Member Deposit

(a) Paying the member deposit

Members must pay a member deposit to the co-op. This deposit cannot be used as the last month's housing charges. Members must pay this deposit before moving into their unit.

(b) Amount of the member deposit

Members must pay a member deposit equal to the monthly housing charge for their unit.

The member deposit is rounded to the nearest dollar.

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(c) Adjusting the member deposit when housing charges change

The amount of the member's deposit will be adjusted by the same percentage as any change in the full monthly housing charges for the member's unit.

Members must pay the amount of any increase on a date set by the board of directors unless the members' meeting approving the new housing charges decides on a different date. If there is a reduction, members will get a credit on future charges.

If members receive housing charge subsidy, the amount of the member deposit will be adjusted annually after the annual review of household income and composition. It will change to the new amount of the monthly subsidized housing charges. Members must pay the amount of any increase on a date set by the board of directors. If there is a reduction, members will get a credit on future charges.

(d) Returning the member deposit

The co-op will return the member deposit when the member and the member's household leave the co-op permanently. Before returning the deposit, the co-op can deduct any amount which the member owes because:

- the member did not give enough notice
- the unit was not left in the condition required under the co-op By-laws
- the member owes money to the co-op, or
- the member did not pay their last month's housing charges.

(e) Interest on the member deposit

The co-op will not pay interest on the member deposit.

3.6 Housing Charges Are Per-Unit

Housing charges and member deposits are payable on a per-unit basis. If more than one member occupies a unit, they are each responsible for the total housing charges—not just a share of them. It does not matter if they are members of the same family or what arrangement they have between them. They must make one single monthly payment to the co-op.

If any person moves out of the unit, the remaining members in that unit are still responsible for all the charges which apply to the unit.

3.7 Housing Charge Subsidy

Members who have a housing charge subsidy owe the co-op the full housing charges less the subsidy. If the housing charge subsidy funds are provided by government or other funders and the co-op does not receive the subsidy funds, the members must pay the full housing charges. It does not matter why the funds were not received. It could be because a member was not entitled to the housing charge subsidy, or the funder changed its policies, or for any other reason.

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For additional information see Housing Charge Assistance (subsidy) By-law.

3.8 All Charges are Housing Charges

Housing charges include all amounts that the co-op charges to members or that members owe the co-op. All these amounts can be collected by the co-op in the same way as housing charges.

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Article 4: Setting Housing Charges

4.1 The Members Set the Full Monthly Housing Charges

The full monthly housing charges and parking charges can be set only by a vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members for approval when they are asked to consider a change in charges. Existing charges continue until the members approve a change. The members may approve charges that are different from those proposed in the budget. There should normally be a separate motion approving the housing and parking charges even though these are also stated in the budget materials.

4.2 Annual Budgets

(a) Operating budget

Each year the board of directors will submit an operating budget for the next fiscal year for approval of the members at a general meeting. The operating budget must contain:

- the total expected cost of operating the co-op
- a breakdown of the total expected cost in detailed categories
- the full monthly housing charges proposed for each unit or kind of unit
- the charges proposed for each service provided to members and charged separately, such as parking spaces.

(b) Capital budget

The board of directors must also prepare a capital budget for approval of the members if it is planning capital expenses. If possible, it should be presented to the members at the same time as the operating budget. A capital budget must contain:

- the proposed capital expenses
- the proposed source of funds
- the effect of the proposed expenses on the co-op’s capital reserve
- the effect of the proposed expenses on the co-op’s future operating budget
- the estimated timeline for the capital expenses.

(c) Approval by members

Approval of an operating budget or capital budget by the members authorizes the board of directors to spend money as stated in the budget subject to the Spending By-law, if the co-op has one.

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4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting states that a budget will be considered. The notice must be given as required by the *Co-operative Corporations Act* and the By-laws. A copy of the proposed budget must be delivered to each unit at least five days before the budget meeting. This must include the full housing charges for each type of unit if changes are proposed.

4.4 Changes in Housing Charges

(a) Beginning of changed housing charges

Any change in the full monthly housing charges will begin on the first day of the third month after the members decide on the change. The members at a general meeting can decide by a two-thirds vote on a different date for the new charges to begin, including an earlier date.

(b) Notice of change

Notice of a change in the full housing charges must be delivered to each unit within a reasonable time after the meeting. Government requirements may state a time period.

4.5 Mid-year Change in Housing Charges

The board of directors may decide that there should be a change in the budget and/or housing charges during a fiscal year. If so, the board will prepare a budget or statement showing the reason for the change and submit it to a meeting of the members. Section 4.3 of this By-law states how the co-op will give notice of this meeting. Timing and other rules about any change will be as stated in sections 4.1 to 4.4 as applicable.

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Article 5: Members' Units

5.1 Maintenance and Repair

(a) Responsibility of the co-op

The co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and housing standards in government requirements. The co-op must keep the co-op property other than the units and all services and facilities of the co-op to the same standard as the units.

(b) Appliances

The co-op must provide each unit with a stove and refrigerator in normal working order.

(c) Responsibility of members

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in government requirements. Members must not do, or fail to do, anything that damages their units or other parts of the co-op property.

(d) Co-operation with the co-op

Members must co-operate in all reasonable ways with co-op staff and any tradespeople or contractors who are involved in repair and maintenance. This includes making sure that their unit is ready for access as stated in section 5.2(b) (Notice of entry). It also includes doing anything necessary to prepare their unit for co-op work, such as pest control.

(e) Reporting problems

Members must promptly report to the co-op any condition in their unit, the equipment in the unit or their building, if it could cause damage to their unit or co-op property.

(f) Maintenance and Improvements By-law

The co-op's Maintenance and Improvements By-law or other co-op By-laws, may have more detail on maintenance and repair responsibilities. The co-op and the members must obey those By-laws.

(g) Alterations and improvements

Members cannot make alterations and improvements to their units or co-op property, unless they comply with the terms of the Maintenance and Improvements By-law or any other applicable co-op By-laws. Members must get advance written permission from the board of directors unless those By-laws say something else.

(h) Changing locks

Members cannot change their locks.

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(i) **Exterior of unit**

Members cannot install or attach anything to the outside of their unit or the outside of doors and windows without advance written permission from the board of directors. Examples are: wall art, cameras, satellite dishes and antennas. Members must follow co-op By-laws and board decisions about what can be put in or on exterior parts of a unit, such as balconies, yards, driveways and fences. Permission under this paragraph can be withdrawn by the board.

(j) **Common elements**

Members cannot put or keep anything in the halls, lobbies, corridors, walkways, driveways and any parts of the co-op property other than the interior of their units without advance written permission from the board of directors. Permission under this paragraph can be withdrawn by the board.

(k) **Privacy**

Members cannot install cameras in their units or in vehicles that could record persons in an apartment building corridor or in public or common walkways or other public or common areas or in yards or outdoor areas adjacent to other members' units.

(l) **Neglect of responsibilities**

If members do not fulfill their responsibility under this section, the Maintenance and Improvements By-law or any other applicable co-op By-laws, or if members prevent entry when permitted under section 5.2 (Privacy), the co-op can do what is necessary to correct the situation. Those members have to pay the cost. Examples are higher callback charges or additional costs if pests spread to other units.

(m) **Moving out of the unit**

When members move out of a unit, they must leave it clean and in good condition. The unit must be left in the condition required by the Maintenance and Improvements By-law or other applicable co-op By-laws.

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5.2 Privacy

(a) Permission needed

Members have the right to privacy. The co-op may not enter a unit without permission unless an emergency happens or appears to be happening or proper notice has been given.

(b) Notice of entry

After giving a member 48 hours written notice, someone designated by the co-op can enter a unit, between the hours given for:

- maintenance inspections, regular or special
- maintenance, repairs or renovations, or
- any other reason which the board of directors decides.

(c) Showing unit

After giving a member 24 hours written notice, the co-op can enter the unit, between the hours given, to show it to a prospective occupant. The co-op can do this if:

- the members have given notice to end their membership and occupancy rights, or
- the co-op has given notice of a board of directors' decision to evict the member.

(d) Time of entry

Any entry notice must give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a unit. The member does not have to be present at the time of entry.

(e) One notice per unit

Only one notice needs to be given under this section for all members and others in a unit.

5.3 Damage to Units

(a) Major damage

If there is major damage affecting a large number of units, the board of directors will examine the situation and propose a solution. The membership will make the final decision at a members' meeting.

(b) Other damage

If only one or a small number of units are damaged, the board of directors will consult with the members living in the units to come up with a solution. If those members agree with the board, the board can deal with the situation unless it needs approval from the members for expenses beyond the budget. If the members living in the units do not agree with the board, the membership will make the final decision at a members' meeting. The board can give these decisions priority over the internal and external waiting lists.

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(c) **Things to decide**

The board of directors and members will consider questions such as the following:

- Should the unit be repaired?
- How quickly?
- When will the members be required to move out?
- When will the members be entitled to move back?
- Will there be any charges to the members during the period?
- Are there any available units that the members can occupy until their unit is repaired?
- Should there be any priority on the co-op's internal or external waiting list?

(d) **Limit of co-op responsibility**

The co-op does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage unless the costs are covered by the co-op's insurance or are payable by a government or other subsidy provider. The co-op does not have to repair a unit and can terminate membership and occupancy rights because of damage if that is part of the decision under this section.

(e) **What is damage?**

Damage under this section is anything that makes a unit uninhabitable. It could be a specific event, such as a fire, or a condition like mold or insect infestation.

5.4 Members' Insurance

Members must obtain public liability insurance and property insurance for their unit. The co-op, co-op staff, contractors and other members will not have any liability to a member or a person in a member's household for things that would be covered by a normal renter's or co-op member's insurance policy. It does not matter what caused any loss and it does not matter whether the member or anyone in the household had any insurance.

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Article 6: Use of Units

6.1 Residences

Units must be used only as private residences for members, their households and other persons allowed by this By-law.

6.2 Principal Residence

Each member must use the member's co-op unit as the member's principal residence and personally occupy it. A member can be temporarily absent from the unit as stated in section 6.3, but the unit must remain the member's principal residence during the absence.

6.3 Absence from Principal Residence

(a) Whether or not sub-occupant

This section is about when a member will be away from the member's unit. It applies whether or not the member has a sub-occupant. Requirements for sub-occupants are in section 8.6 (Sub-Occupancy and Absence from Unit). They are in addition to the requirements of this section.

(b) Housing charge subsidy

This section applies to all members, but special rules can also apply to members who receive housing charge subsidy. See section 8.6(a) (Housing charge subsidy).

(c) More than a year

Members may not be absent from their units for more than a year in any five-year period without the board of directors' advance written approval.

(d) Notice of absence for less than a year

If all co-op members in the household are going to be absent from the unit for more than three months, the advance written notice has to explain the reason for the absence.

(e) Meet with board

If the board of directors asks, a member, who is going to be absent, as referred to in paragraph (d), will meet with the board or someone designated by the board to give a detailed explanation. This is so the board can be sure co-op By-laws are not being broken.

6.4 Related Uses

(a) Related uses permitted

"Related uses" are typical home business uses that are related or incidental to the use of a unit as a member's principal residence. Members can have one or more related use, if:

- the use is permitted by government requirements, including zoning By-laws
- the use does not create disturbance beyond what is appropriate in a residential community like the co-op, such as by too much noise or too many visitors
- the use does not involve excessive demands on co-op utilities and services, such as electricity, and
- co-op By-laws are obeyed.

(b) No rooming or boarding houses

Permitted uses do not include using a unit as a rooming house, or boarding house, or providing food or lodging for others or anything similar. Those uses are prohibited.

(c) No rentals

Rental of a unit or part of a unit is prohibited.

(d) Parking spaces

Rental of parking spaces is prohibited.

(e) Liability

The member will be responsible for any claims against the co-op, co-op staff, contractors and other members and occupants that are connected to any related use by the member.

(f) Insurance

A member must have all insurance that is reasonable for a related use including any insurance that is needed to meet government requirements. The member must give the co-op a current copy of the insurance policy and any changes, on an annual basis. The member will follow any directions by the co-op about the insurance so that it will protect the co-op in addition to the member. Giving the co-op the insurance policy or following the co-op's directions does not transfer the member's responsibility to the co-op.

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6.5 No Transfer of Membership or Occupancy Rights

Members cannot transfer their membership or their occupancy rights to anyone else.

6.6 No Profit from Unit

(a) When leaving co-op

Members must not profit, directly or indirectly, when they leave the co-op.

(b) Sub-occupancy or sharing

Members must not profit, directly or indirectly, when they allow others to use their unit. This includes sub-occupancy of the unit when the member is away or any sharing arrangement. “Profit” means any amount that is greater than the housing charges payable by the member divided by the number of days in the month. In case of sharing, the applicable monthly housing charges are a reasonable part of the total housing charges payable by the member.

(c) Profits go to co-op

Members must pay any profit referred to in this section to the co-op as additional housing charges.

(d) Examples

Key money is an example of a profit. So are payments that are higher than the housing charges payable by a member for a unit.

6.7 Co-op’s Insurance

Members must not break any obligation that the co-op has to its insurance companies. The use of a member’s unit must not increase the co-op’s insurance costs or any other cost or liability of the co-op.

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Article 7: Behavior

7.1 Prohibited Conduct

The co-op is a community which includes all the residents, visitors and staff. It is also part of the larger neighborhood community. Co-op members must not harass, obstruct, coerce, threaten or interfere with any other member of these communities. Co-op members must not make or allow any noise, nuisance, fumes or other act that disturbs any other member of these communities. Co-op members must not commit any illegal act in their units or on co-op property

(a) Socializing with Staff/Contractors/Hired Support

Co-op members should not socialize with staff members, contractors, or other hired support workers while on co-op premises. These workers are expected to perform their duties without member interference during regular working hours, or their time onsite to perform maintenance, repairs, unit inspections, or any unnamed activities not mentioned in the By-law.

7.2 Human Rights

Co-op members must respect the human rights of other members of these communities. Co-op members must obey the Ontario *Human Rights Code* and not do anything that would discriminate against or harass any other member of these communities in a way that would breach the *Human Rights Code*. Co-op members must strive for an environment at the co-op that is fair, inclusive and respectful of people's dignity.

7.3 Violence

Co-op members must not commit violence against any other member of the Co-op. Violence can be real or threatened. Violence can be physical, psychological, financial and/or sexual.

7.4 Domestic Violence

(a) Not tolerated

The co-op does not tolerate domestic violence. It will try to assist victims of domestic violence who live at the co-op. Members who engage in domestic violence may be evicted. Non-members who engage in domestic violence may be removed from the co-op.

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(b) **Meaning**

Domestic violence at the co-op is violence against another person who lives in the same unit. The victim or the person who committed domestic violence could be

- a member
- a long-term guest
- a casual guest
- someone who lives at the co-op or is staying at the co-op even if not permitted under this By-law
- an adult or a child.

(c) **Protecting a child**

N/A

(d) **Rights of victim**

Victims of domestic violence who live at the co-op can:

- ask the board of directors to evict any member who commits domestic violence
- ask the board to remove any non-member who commits domestic violence from the co-op
- ask the board to issue a No Trespass Notice against any non-member who has committed domestic violence against the victim. It does not matter if the domestic violence was at the co-op or somewhere else or whether it was before the victim moved into the co-op.
- if the victim is a member, request emergency housing charge subsidy if available under the co-op By-laws and subject to any applicable government requirements
- get information from the co-op on supports available in the community.

(e) **Right to leave the co-op**

If the victim is a member, the victim can give notice of termination of membership and occupancy rights. The notice must state a specific date at least 28 days after the notice is given to the co-op. It does not have to be the last day of a month. If the victim was the only member, the victim will vacate the unit by the termination date and the co-op can take possession. If the victim is not the only member, the victim will stop being responsible to the co-op for the housing charges and other obligations relating to the unit on that date. If the victim is not a member, the victim can terminate any obligations to the co-op on 28 days written notice.

(f) **Board response**

The board of directors can issue a Notice to Appear and evict any member who has committed domestic violence. If a non-member engages in domestic violence, the board can take any steps it considers appropriate to remove the non-member from co-op property. The board can issue a No Trespass Notice against any non-member forbidding that person to enter co-op property. The board can issue a No Trespass Notice against any member or non-member forbidding that person to go to the

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victim's unit or parts of the co-op property near the victim's unit or used by the victim. In all cases it does not matter whether the domestic violence happened at the co-op or somewhere else.

(g) **Action without complaint**

The board of directors cannot take any of the steps referred to in this section without a complaint from the victim.

(h) **Procedures**

When the board of directors makes a decision about evicting a member, the board has to follow the procedures stated in Article 12 (Dealing with Problems) and Article 13 (Eviction Procedures). When the board makes a decision about removing any approved long-term guest from the co-op, it has to follow the procedures stated in section 8.4(d) (Cancelling long-term guest status). In making these decisions or a decision about issuing a No Trespass Notice, it can accept any of the following as proof that domestic violence occurred:

- a restraining order or peace bond is in effect at the time of the decision
- terms of bail allowing no contact are in effect at the time of the decision
- the offending person has been convicted of an offence against the victim
- a written or oral statement from the victim without details that the domestic violence occurred.

(i) **Applying for membership**

If the victim of domestic violence is an approved long-term guest and the person who committed domestic violence was a member and no longer lives at the co-op, the victim can apply for membership under this paragraph. A victim who is accepted for membership under this paragraph may be required to move under section 9.4 (Not Meeting Minimum Household Size) if that section applies. The victim will not receive the member's housing charge subsidy, but might be able to apply under government requirements or the co-op's Housing Charge Subsidy By-law, if it has one.

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7.5 Return after Violence

If a victim of violence is ready to let a previously violent person return, the victim can ask the board of directors in writing to reinstate that person's previous status. The board may reject an application or request from anyone that would permit that person to return to the co-op if the victim does not consent, or if the board thinks it would not be best for the co-op. Section 8.7 (Evicted Persons) applies if that person is on co-op property without the board's advance written approval. Section 8.5 (Casual Guests) does not apply.

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7.6 Explanations

Violence and harassment can be based on a prohibited ground under the Ontario *Human Rights Code* or on other grounds. Violence, harassment and other prohibited conduct can take place on co-op property or in other places, including on social media. The board of directors does not have to wait until any court charges are heard before evicting someone in the case of violence or other illegal acts.

7.7 Calling Police and Other Authorities

Co-op staff is authorized to contact the police, children's aid society and other authorities in case of violence or illegal acts.

7.8 Acts of Others

Co-op members are responsible for any act or failure to act by

- any member of their household, and
- anyone permitted on co-op property by the co-op member or another member of their household.

Members must make sure that none of those persons does anything that would break this Article or other parts of the co-op By-laws. Co-op members may be evicted as a result of acts or failures to act by those persons and will have to pay for any damage caused by them.

7.9 Criticism of Board and Staff

Criticism of the job performance of the board of directors and staff is not harassment or a breach of section 7.1 (Prohibited Conduct) if it is made in a reasonable and constructive way. Examples of ways that are not reasonable or constructive include:

- making complaints or requests in a loud or threatening or pressing manner
- refusing to leave the co-op office or adjacent spaces when asked by staff
- making any kind of threat or taking any threatening action against directors or staff
- making personal statements about staff or directors
- making repeated complaints about things that are the same or similar
- sending repeated e-mails or voicemails about things that are the same or similar
- putting complaints on social media or in other public places
- sending complaints to persons outside the co-op in order to embarrass the board or staff.

7.10 No Trespass Notices

(a) Prohibited conduct or violence

The board of directors can issue a No Trespass Notice in order to prevent or control prohibited conduct or violence.

(b) Limits

A No Trespass Notice to a member, someone in a member's household or a board-approved sub-occupant can forbid that person from being on parts of the co-op property other than the member's unit and the access to the unit. A No Trespass Notice to anyone else can forbid that person from being on co-op property.

(c) Right to review

A member can ask the board of directors to reconsider a No Trespass Notice that affects the member or the member's household, sub-occupants or guests. The request to reconsider has to be delivered to the co-op office within five days after delivery or posting of the No Trespass Notice. The request must be signed by all co-op members in the household. The member will be given at least ten days written notice of a board meeting for reconsideration. The member can be present and make submissions with or without a representative. The board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the board decides to suspend it.

(d) Additional reviews after one year

A member can ask the board of directors to reconsider a No Trespass Notice one year after it was issued or one year after the last requested review—whichever was later. The request to reconsider must be signed by all co-op members in the household. The member will be given at least ten days written notice of a board meeting for reconsideration. The member can be present and make submissions with or without a representative. The board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the board decides to suspend it.

(e) Enforcing No Trespass Notice

The board of directors or co-op staff can take any appropriate action to enforce a No Trespass Notice. A member cannot invite or permit someone to be in the member's unit or on any part of co-op property if it would be a breach of a No Trespass Notice.

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Article 8: Members' Households and Guests

8.1 Basic Requirements

Winona Housing Co-Operative Inc. is an adult-living community. Preferred membership in the Winona co-operative is for ages 50 plus.

(a) Who is part of a household

In the co-op's By-laws, household means:

- a member
- any other members living in the unit
- long-term guests approved by the board of directors under this Article.

(b) Guests and sub-occupants

A guest is someone staying in a member's unit at the same time as the member or someone in the household or staying in Winona's Guest Suite. A sub-occupant is someone staying in a member's unit when all persons in the household are away.

(c) Who is not part of a household

Only persons mentioned in paragraph (a) are part of a member's household. Other persons can stay in a member's unit only as casual guests or sub-occupants and only if permitted by this By-law. Members must not allow anyone else to use their unit.

(d) Non-member occupants

Occupants of a unit who are not members have:

- no right to occupy the unit independent of the members
- no right to occupy any other unit in the co-op
- no right to a place on the co-op's internal waiting list.

8.2 Addition of a Member

Someone can apply for membership in the co-op as an addition to an existing household. The application must also be signed by all co-op members in the household. The applicant will become part of the household if accepted as a member. If not accepted, the applicant can occupy the unit only as a long-term guest if approved by the board of directors.

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8.3 Long-term Guests

(a) Approval needed

Members can make a written request to the board of directors to approve someone as a long-term guest. The request must be signed by all co-op members in the household. The proposed guest must sign the request and consent to a credit check. The member and the proposed guest must provide any other information requested by the co-op.

(b) Length of time

The board of directors can approve a long-term guest for a fixed period or for a maximum period or for an indefinite period. This must be stated in the board's approval motion. If approval is for a fixed or maximum period, the person will no longer be a long-term guest at the end of the period. Paragraph (d) (Cancelling long-term guest status) does not apply.

(c) Long-term guest agreement

All members in the household and their guests must sign and comply with a long-term guest agreement, such as Schedule B attached to this By-law. If one of the long-term guests is a child, a responsible adult must sign an agreement relating to the child.

(d) Cancelling long-term guest status

The board of directors can cancel long-term guest status or change the terms of long-term guest status at any time. The board must give at least ten days written notice to the members in the household and the guest of any meeting where it will be decided. The members in the household can be present and make submissions with or without a representative. The board must give at least five days written notice of its decision to the members in the household and to the guest. The board's decision will be final and cannot be appealed to the membership. Only one notice of a meeting or a decision needs to be given for all members and others in a unit.

(e) Housing charge subsidy calculation

The income of long-term guests is normally to be included in household income when housing charge subsidy is calculated. This is subject to government requirements and the co-op's Housing Charge Subsidy By-law.

8.4 Casual Guests

Members can have only a reasonable number of casual guests.

A casual guest may not stay at the co-op for more than three months in any year. Persons will be considered as staying at the co-op even if they are away from the co-op for short periods. If members wish someone to stay longer, they must ask the board of directors to approve that person as a long-term guest as stated in section 8.4 (Long-term Guests).

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8.5 Sub-Occupancy and Absence from Unit

(a) Housing charge subsidy

Section 8.6 applies to all members, but special rules can also apply to members who receive housing charge subsidy and want to have a sub-occupant or be absent from the co-op.

- Government requirements may state that members who receive housing charge subsidy cannot have a sub-occupant. This may be stated in Appendix C attached to the member's Occupancy Agreement.
- Government requirements may state that members who are absent from their unit will lose their housing charge subsidy and it will not be reinstated when they return.
- Government requirements may set a maximum time a member can be absent before losing housing charge subsidy.
- If the co-op has a Housing Charge Subsidy By-law, it may say some of the same things. It may also say that housing charge subsidy will be suspended during some absences without being cancelled.

Members who receive housing charge subsidy, and who are thinking about sub-occupancy or other absence from the co-op, should find out what effect it may have on their housing charge subsidy.

(b) Temporary absence from co-op

A member can ask the board of directors to approve someone to occupy their unit as a sub-occupant. All sub-occupants must be approved. All co-op members in the household and all sub-occupants must sign and comply with a Sub-Occupancy Agreement before the sub-occupancy begins. Schedule C attached to this By-law is a sample Sub-Occupancy Agreement. The terms and conditions of sub-occupancy at the co-op are as stated in Schedule C.

(c) Sub-occupancy one month or less

Board of directors' approval is not required for a sub-occupancy of one month or less, but a Sub-Occupancy Agreement must still be signed and delivered to the co-op office before the sub-occupancy starts.

(d) Maximum sub-occupancy

Normally sub-occupancy cannot last more than three months. In unusual circumstances the board of directors can allow a longer term but not longer than twelve months.

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8.6 Evicted Persons

A member cannot permit someone to be a casual or long-term guest or a sub-occupant without advance written approval from the board of directors if

- that person has been evicted from the co-op or has left after a Notice to Appear was issued, or
- that person has left the co-op owing money to the co-op, or
- that person has left the co-op after an accusation of domestic violence or abuse against that person, or
- that person was a long-term guest or a sub-occupant and the co-op took steps to terminate that status.

The co-op may treat that person as a trespasser and may remove him or her from co-op property. The member who permits that person on the co-op's property will be considered in default under this By-law.

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Article 9: Household Size

9.1 Purpose of Household Size Requirements

The co-op has established minimum household size rules in order to balance the co-op's obligation to make the best use of co-op property and the right of co-op members to have long-term security in their units.

9.2 When Household Size Rules Apply

The minimum household size rules in this Article apply in the following situations:

(a) **New members**

A household cannot be allocated a unit and move into the co-op unless the household size meets the minimum requirement for that unit.

(b) **Moving to a different unit**

A household cannot move to a different unit unless the household size meets the minimum requirement for the new unit or gets closer to it.

(c) **Splitting a household**

A member cannot move to a new unit while another member remains in the old unit unless the household size in each unit meets the minimum requirement.

(d) **When a household is reduced in size**

Section 9.4 (Not Meeting Minimum Household Size) applies if a member of the household stops occupying a unit and the remaining members in the household do not meet the minimum requirement for the unit.

9.3 Minimum Household Size

The minimum number of persons for each of the co-op's unit types is:

one-bedroom	1 person
two-bedroom	2 persons

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9.4 Not Meeting Minimum Household Size

(a) When this section applies

This section applies when household size no longer meets the minimum requirement for the unit that the household occupies. This could be because a household member gave the co-op a written notice of withdrawal or stopped living in the co-op as a principal residence or because an occupant died.

(b) Requirement to move

The remaining household must move to a unit that meets the minimum requirement if the co-op has one. If the co-op does not have one, the remaining household must move to a unit that is closer to the minimum requirement if the co-op has one. A household can only be required to move once for each time household size is reduced.

(c) Offering unit

The board of directors may offer the remaining household a unit in priority to the internal and external waiting lists. The board can postpone offering an available unit if the board decides that someone ahead of the remaining household on the waiting list should get that unit.

(d) Three offers

The remaining household may refuse the first two units offered to it, but must move to the third unit. A member can be evicted for failing to move to the third unit offered by the board of directors.

(e) Health issues

The board of directors can decide that someone does not have to move under this section for legitimate documented health reasons.

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9.5 Reporting Change in Household Size

If the number of persons in a member’s household changes, the member must give written notice of the change to the co-op office within ten days, including the names of the persons involved. This applies whether or not the persons who left or arrived are co-op members.

9.6 Subsidized Households

Subsidized households have to meet any household size standards and other rules in government requirements and in the co-op’s Housing Charge Subsidy By-law. These are in addition to what is stated in this Article.

Article 10: How Members Withdraw from the Co-op

10.1 Membership and Occupancy are Linked

Members cannot withdraw from membership without ending their occupancy rights. Members cannot end their occupancy rights without withdrawing from membership. A notice to end occupancy is also a notice to withdraw from membership and a notice to withdraw from membership is also a notice to end occupancy rights.

10.2 Ending Membership and Occupancy

This section applies when all members in a household wish to end membership and occupancy rights. The procedure is based on the requirements of the *Co-operative Corporations Act* [171.8 (2) and (3)].

(a) Last day of a month

Each member must give advance written notice of termination to the co-op. The notice must state a termination date. The termination date must be the last day of a month. Membership and occupancy rights end on the termination date stated in the notice.

(b) 60 days' notice

The amount of notice given must be at least 60 days. There is an exception if the termination date is the last day of February or March.

(c) February and March

If the termination date is the last day of February, the notice can be given on or before January 1 of that year.

If the termination date is the last day of March, the notice can be given on or before February 1 of that year.

(d) Not enough notice

If a member gives less than the required notice of termination, the termination will still be effective. The termination date will be 60 days after the notice is given. If that is not the last day of a month, the termination date will be the last day of that month.

(e) No withdrawal of notice without consent

Members cannot withdraw a notice of termination without the written consent of the board of directors. The board can refuse to allow members to withdraw a notice of termination. The board's refusal will be final and cannot be appealed to the membership.

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(f) **Vacating early**

If all persons in the household vacate the unit earlier than the termination date, the co-op can take possession of the unit and the members and other persons in the household are not entitled to move back in. Membership and occupancy rights end on the day the co-op takes possession. The members will owe housing charges that become due until the original termination date.

(g) **If members do not vacate**

If all persons in the household do not vacate the unit on the termination date or earlier, the co-op can take legal action for an eviction order. The procedures in Articles 11 to 15 relating to eviction do not apply.

10.3 Part of Household Ends Membership and Occupancy

This section applies if a member stops occupying a unit as a principal residence, but one or more co-op members continues to occupy the unit. This could happen following domestic violence (see section 7.4 (Domestic Violence)) or because a member moved out for any other reason.

(a) **Notice procedure**

The member who is leaving should follow the procedure in section 10.2 (Ending Membership and Occupancy), as applicable.

(b) **When procedure not followed**

If the procedure in section 10.2 is not followed by the member who is leaving, that person's membership and occupancy rights end on the first day that person no longer occupies the unit as a principal residence.

(c) **Notice by remaining household**

The members who continue to occupy the unit must notify the co-op in writing within ten days after one of the members stops occupying the unit as a principal residence. They must do this whether or not that person gave notice of termination.

(d) **Housing charge subsidy**

Government requirements or the co-op's Housing Charge Subsidy By-law may state what happens when one person no longer occupies the unit. Unless they state something else, the remaining members in the household will not be entitled to an increase in housing charge subsidy. If section 7.4 (Domestic Violence) applies, the remaining members may be entitled to emergency housing charge subsidy if available under the co-op By-laws and subject to any applicable government requirements.

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10.4 Death of a Member

(a) **Membership and occupancy rights end**

If a member dies, that person's membership and occupancy rights end on the date of death.

(b) **If no other members occupy the unit**

If no other members occupy the unit, the member's estate will be responsible for housing charges for the month in which the member died and the following month. The estate must remove all of the member's possessions by the end of that time. The estate and the co-op can agree to an earlier date to end housing charges and to remove possessions. If possessions are not removed by the time required under this paragraph, the co-op can remove and dispose of them without liability to anyone.

(c) **If other members occupy the unit**

If other members occupy the unit at the date of death, they must give the co-op written notice of the death within one week.

(d) **Approved long-term guests**

A long-term guest can apply for membership under this paragraph if

- the guest occupied the unit at the time of the member's death
- the occupancy by the guest was approved by the board of directors, and
- no other member occupied the unit at the time of the member's death.

A guest who is accepted for membership under this paragraph will be entitled to remain in the unit for the time being, but may be required to move under section 9.4 (Not Meeting Minimum Household Size) if that section applies. The guest will not receive the member's housing charge subsidy, but might be able to apply under government requirements or the co-op's Housing Charge Subsidy By-law. If a guest does not apply for membership or the application is rejected, the board can evict the guest without using the procedures in Articles 11 to 15 relating to eviction.

10.5 Vacant or Abandoned Unit

If a unit is vacant or abandoned, the co-op can take possession or the board of directors can decide to take legal action. The procedures in Articles 11 to 15 relating to eviction do not apply. Membership and occupancy rights end on the day that the co-op takes possession.

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Article 11: Dealing with Arrears and Late Payment

11.1 Eviction for Arrears or Persistent Late Payment

The board of directors can evict a member if the member owes housing charges to the co-op or is persistently late in payment of housing charges.

11.2 Non-Payment and Late Payment

(a) Procedures

This section states procedures to ensure that member arrears are dealt with quickly and fairly. The board of directors can change these procedures if it decides that other procedures would be better. A Notice to Appear for arrears can be issued without following the procedures in this section.

(b) Late payment letter

The manager will send a late payment letter to each member who did not pay housing charges in full or arrange an arrears payment agreement by noon on the housing charge payment day. The letter will normally be sent before the end of the housing charge payment day. Only one letter needs to be sent for all members and others in a unit.

(c) Notice to Appear

The manager will give a Notice to Appear to each member who has not paid housing charges in full or has not arranged an arrears payment agreement. This will normally be done on the seventh day after the housing charge payment day.

(d) Persistent late payment

Late payment includes

- failure to pay the full amount owing, and
- a failed payment as described in section 11.3(a) (Failed Payment).

Late payment of housing charges three times in any year will be considered persistent late payment. The manager will give a Notice to Appear to each member who is late paying for the third time in any year. If the member is in arrears, a single Notice to Appear can be given for both the arrears and the late payment.

(e) Advance notice of lateness

If for legitimate reasons of financial hardship, a member cannot pay housing charges by noon on the housing charge payment day, the member must let the manager know *before* the housing charge payment day. The manager will decide if the reasons are legitimate. In that case, an arrears payment agreement may be arranged by the manager if permitted under section 11.6 (Arrears Payment Agreements) or a request for an arrears payment agreement may be submitted to the board of directors.

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11.3 Replacement Payment

(a) Failed Payment

A "failed payment" includes:

- a cheque is returned to the co-op by the bank or financial institution
- payment is not made to the co-op under a pre-authorized debit plan, pre-authorized payment plan or other pre-authorized plan.

In case of a cheque this could happened because the cheque is marked NSF (not sufficient funds), Stop Payment, Account Closed or for any reasons. The same reasons and other reasons could apply in the case of a pre-authorized plan. The reason does not matter if the funds are not paid or credited to the co-op.

(b) Replacement payment required

A member must replace a failed payment within two business days of being notified by the co-op (not counting weekends or public holidays). Only one notice needs to be given for all members and others in a unit. A failed payment must be replaced by a certified cheque or money order.

(c) Notice to Appear

If the member does not replace the failed payment as required under paragraph (b), the manager will give a Notice to Appear to the member.

(d) Future payments

If the members in a household have two failed payments within a year, then for the next year the members must pay housing charges by certified cheque or money order. The co-op will not accept payment in any other form.

11.4 Late Payment and Failed Payment

(a) Late payment charges

A member that does not pay the full housing charges by noon on the housing charge payment day in any month and has not arranged an arrears payment agreement will be charged a late payment charge of $25.00 per household. This amount may be increased by the members at a general meeting.

(b) Failed payment charges

A member will pay the amount charged to the co-op by its bank or credit union for a returned cheque or other failed payment, plus an administration charge of $20.00 per household. This is in addition to the late payment charge, if applicable. The administration charge may be increased by the members at a general meeting.

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(c) **Charges are arrears**

Members who do not pay their late payment charges, failed payment charges and administration charges (as well as other amounts owing to the co-op) will be considered in arrears.

(d) **Crediting payments**

Money received from members will be credited first to amounts owing to the co-op other than regular monthly housing charges and then to regular monthly housing charges. It does not matter what is stated on any cheque, covering letter or other communication. The only exception is if an arrears payment agreement says something else.

11.5 Directors in Arrears

(a) **Directors' arrears policy**

If directors are in arrears, it:

- undermines the co-op's governance
- weakens the co-op's financial management
- sends the wrong message to members of the co-op and to government.

(b) **No director arrears**

A director must not owe any money to the co-op other than future payments for a member deposit. A director must have a signed payment agreement for these payments.

(c) **Procedure for director arrears**

If a director is in arrears, the manager will follow the steps in section 11.2 (Non-Payment and Late Payment). The manager will also report to the board of directors on the director's arrears at the next board meeting if the arrears are not paid in full by that time. If still in arrears, the director will automatically cease to be a member of the board at the beginning of the meeting.

If there is any dispute about whether there are arrears, the director must state it in writing and deliver it to the manager before the next board meeting. In that case the director will still be on the board at the beginning of the meeting and can explain the dispute. The board will decide the dispute. The board decision is final. If the board decides the director is in arrears, then the director will automatically cease to be member of the board as soon as the decision is made. If the board does not make a decision, the director will automatically cease to be a member of the board at the end of the meeting.

(d) **Arrears payment agreements**

Directors can sign arrears payment agreements like other members, but they will cease to be directors when they sign an arrears payment agreement. This does not apply to member deposit payment agreements.

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11.6 Arrears Payment Agreements

(a) Before Notice to Appear

This Article applies to arrears payment agreements made with a member before a Notice to Appear has been issued. If a Notice to Appear has been issued and has not been decided by the board of directors, or an eviction decision has been made and is still outstanding, any agreement will be governed by Article 14 (Alternatives) or Article 16 (Legal Action).

(b) Limits of manager's authority

The manager has the authority to approve the first request from a household for an arrears payment agreement made in a year as long as the agreement provides for full payment within 60 days in addition to the normal housing charges within that time.

(c) Board approval needed

Approval by the board of directors is required:

- for additional arrears payment agreements within a year
- for an arrears payment agreement where full payment will not be made within 60 days in addition to the normal housing charges within that time.

(d) Procedure for additional arrears payment agreements

If a member requests an additional arrears payment agreement within a year, the manager will submit the request to the board of directors along with payment terms that the member suggests. If the member goes into arrears, or deeper into arrears, before the board considers the request and section 11.2(c) (Notice to Appear) applies, the manager will issue a Notice to Appear in addition to submitting the request.

(e) Limits

Generally, the co-op will not approve more than one arrears payment agreement for a household in a year or an arrears payment agreement where full payment will not be made within 60 days.

(f) Non-payment

If a member does not make the payments stated in an arrears payment agreement, the manager will give each co-op member in the household a Notice to Appear. This does not apply if the arrears payment agreement states something else.

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11.7 Notice to Appear for Arrears or Persistent Late Payment

(a) Issuing Notice to Appear

A Notice to Appear for arrears or Persistent Late Payment (or both) must contain the information in Schedule D attached to this By-law. It must be given at least ten days before the board of directors' meeting where it will be considered.

(b) Termination date

The proposed termination date in the Notice to Appear will be ten days after the board of directors' meeting or later.

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Article 12: Dealing with Problems

12.1 Eviction

The board of directors can evict a member if the member has broken the By-laws in a way the board considers serious or someone the member is responsible for under the By-laws has done so.

This includes repeated breaches of the By-laws that the board considers serious even if the situation was corrected after notice was given.

12.2 Notice to Appear

(a) When Notice to Appear required

A Notice to Appear must be given to a member before the board of directors can decide to evict the member. It must be given at least ten days before the board meeting where it will be considered.

(b) Information in Notice to Appear

A Notice to Appear under this Article must contain the information in Schedule E attached to this By-law.

(c) Additional information

When a Notice to Appear is given to a member, it should include copies of any written materials that the board of directors may consider at the meeting. Examples would be a report from the manager on the background and letters of complaint from others. The name of the person who complained and details that could identify that person can be deleted if reprisals are a possibility or for other good reasons. Irrelevant parts of the written materials may be deleted. Correspondence and notices between the co-op and the member do not have to be included.

(d) Termination date in Notice to Appear

The proposed termination date in the Notice to Appear will be ten days after the board of directors meeting or later. If there is a right of appeal to the membership under this By-law, the proposed termination date in the Notice to Appear will be at least twenty days after the board meeting.

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12.2A Electronic participation

(a) Notice to Appear

When the board of directors considers ending a member's membership and occupancy rights, the meeting can have

- in-person attendance only,
- electronic attendance only, or
- in-person or electronic attendance.

The board can decide in each case or can adopt a policy that would normally apply.

(b) Special meaning

In this By-law "electronic" or "electronically" means transmitting information or data by telephone or in other electronic or technological ways, including phone calls, voicemail, fax, e-mail, automated touch phone system, cell phone, computer or computer networks.

(c) Electronic meetings

When meetings are held electronically or have electronic participation, people who attend electronically must be able to reasonably participate in the meeting. They are considered to be present at the meeting for all purposes.

(d) How to connect

If electronic attendance is allowed or required, the Notice to Appear has to state the details on how the member and the member's lawyer or other representative can connect and participate.

(e) Member's request

On request, the board may permit a member or a member's lawyer or other representative to participate electronically, even if electronic attendance was not stated in the Notice to Appear. In that case details on connecting and participating will be given within a reasonable time after the request.

(f) Continuing a meeting on a Notice to Appear

The meeting to consider a Notice to Appear can be continued on another date without a new Notice to Appear only if the time and place to continue the meeting is announced at the original meeting together with instructions for attending and participating electronically if applicable. If the member is not present at the time of the announcement, the board may decide to give the member notice that no decision was reached on the original date and notice of the continued meeting.

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12.3 Deciding to Give a Notice to Appear

(a) No prejudgment

The board of directors can decide to issue a Notice to Appear. When making this decision, the board must not prejudge the situation. It cannot make any conclusion about evicting without following the Notice to Appear process in this By-law.

(b) Other By-laws may apply

When a complaint is received by the board of directors or staff, or when the board or staff becomes aware of any problem, it may be dealt with under other By-laws, such as a Human Rights By-law or a Member Relations By-law, if the co-op has those By-laws. In addition, the board or the manager can decide to issue a Notice to Appear instead of following the procedures in other By-laws that could be applicable.

12.4 Co-op Limits

(a) Factors to consider

There may be problem situations where the co-op should not take action even if there has been a breach of this By-law or other co-op By-laws. The board of directors has to consider things like:

- the evidence available about what happened
- the seriousness of what happened
- the appropriateness of eviction as a response
- the costs involved in evicting someone.

(b) No co-op liability

The co-op has no liability to anyone for prohibited conduct or other misbehavior by a member or anyone else, even if the prohibited conduct or misbehavior is a breach of this By-law or other co-op By-laws. The co-op has no obligation to issue a Notice to Appear or a No Trespass Notice in any specific case or to take any steps towards eviction. An exception is that the co-op could have liability if the person is acting officially on behalf of the co-op.

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Article 13: Eviction Procedures

13.1 Board Meeting on Notice to Appear

(a) Member and representative can attend meeting

When a Notice to Appear has been given, the member can appear at the board of directors meeting and can have a lawyer or other representative. The member and a representative can speak at the meeting. They can also deliver written statements at the meeting or before the meeting. They can take notes but cannot record the meeting, whether by tape or any other device. The board sets the procedure for the meeting. The board can limit the number of people brought by the member.

(b) Continuing meeting

If the board of directors decides to continue the meeting on another date, no new Notice to Appear is required if the time and place to continue the meeting is announced at the original meeting.

(c) Making decision

The board of directors makes an eviction decision by passing a resolution to evict a member. A quorum of the board must be present and there must be a majority vote. The board decision should state the grounds of eviction on which the decision is based and the termination date. The board can make its decision using Schedule F or Schedule G attached to this By-law. The minutes do not have to state who made or seconded the motion to pass the resolution or how each director voted.

(d) Date of termination

The decision can state a termination date that is later than the proposed date in the Notice to Appear.

(e) Notice of decision

Written notice of a decision to evict must be given to the member within ten days after the board of directors meeting. Schedule H or Schedule I attached to this By-law can be used for the notice. The Notice should normally include a copy of the eviction decision.

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Article 14: Alternatives to Eviction

14.1 Alternatives

The board of directors can take steps to deal with issues without eviction. These could happen after a Notice to Appear was issued or without a Notice to Appear. Some examples are:

- mediation, which could be paid for by the co-op
- limiting access by a member or another person to the co-op staff or office or other parts of co-op property or requiring different ways of access
- limiting or prohibiting access by non-residents to co-op property
- limiting contact between certain households or household members
- sending a warning letter
- signing an arrears payment agreement
- signing a performance agreement
- having a conditional eviction decision.

14.2 Conditional Eviction Decisions

When a Notice to Appear is considered by the board of directors, the board can decide to evict a member, but also decide that the eviction will not go ahead if the member meets conditions stated in the decision, such as that the member does something or stops doing something as stated in the decision.

14.3 Performance Agreements

The board of directors can decide to sign a performance agreement in different situations. Examples include:

- A condition under section 14.2 (Conditional Eviction Decisions) could be that the member sign and comply with a performance agreement (including an arrears payment agreement).
- The board could decide not to pass an eviction decision if a performance agreement is signed.
- The board could decide to sign a performance agreement instead of issuing or considering a Notice to Appear.

Sample performance agreements are in Schedules J and K of this By-law.

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14.4 Information to Others

(a) **Limited information**

The board of directors must limit information about a performance agreement or conditional eviction decision that it gives to a member who complained and to others.

(b) **What can be disclosed**

A performance agreement can state what information can be given to other people. If it does not state this, the board of directors can decide to disclose that there is a performance agreement but not personal information that led to the agreement. The board may be able to disclose some of the details of the agreement that do not involve sensitive information.

(c) **Example**

For example, someone who complained can be told that there is a performance agreement that includes not playing the radio after 10.00 p.m., but not about other parts of the agreement that relate to medical treatment of the member involved.

14.5 Non-Performance by Member

(a) **If member breaks conditions in eviction decision**

If a member does not perform the conditions stated in a conditional eviction decision, the co-op can go ahead with the eviction. The board of directors can decide to go ahead or the manager can be authorized to do so. The decision will be final and cannot be appealed to the membership. The member will be given at least ten days' notice of the decision. The notice must state the termination date and details of the breach of the conditions. The member's membership and occupancy rights end at the end of the notice period.

(b) **If member breaks performance agreement**

If a member does not comply with a performance agreement required by a conditional eviction decision, paragraph (a) applies. If the performance agreement was not required by a conditional eviction decision, the board of directors must issue a Notice to Appear if it wishes to consider eviction.

14.6 Authorization of Performance Agreements

All performance agreements must be authorized by the board of directors except as stated in section 11.6 (Arrears Payment Agreements). The board can authorize the manager or someone else to decide on a performance agreement and/or to approve the actual wording of a performance agreement.

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Article 15: Appeals to Membership

15.1 When a Member Can Appeal

A member can appeal a board of directors' eviction decision to the membership if the grounds of termination are not:

- Arrears
- Persistent late payment
- Domestic violence
- An act involving drugs or violence
- An illegal act, or
- An act or failure to act that impairs the safety of others.

15.2 How to Appeal

(a) **Notice of appeal**

A member who wants to appeal must give written notice to the co-op office within seven days after notice of the eviction decision was given.

(b) **Member's statement**

A member who appeals can include a written statement with the notice of appeal. The board of directors will give a copy of the statement to each member with the notice of meeting or separately before the meeting. This paragraph is limited by the *Co-operative Corporations Act*.

(c) **Board statement**

If the member delivers a written statement that is distributed to the membership, the board of directors can deliver a written statement in response.

(d) **Date of members' meeting**

The members' meeting to decide on the appeal must be at least fourteen days after the notice of appeal is received. The board of directors can call a special meeting to decide on the appeal or put the appeal on the agenda for another members' meeting

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15.3 Appeal Information

(a) Limited information on agenda

When an eviction appeal is on the agenda for a members' meeting, the agenda will only state that there is an appeal, the name of the member or members who appealed, the unit address and a short statement of the grounds for eviction.

(b) Information package

The co-op will prepare an information package that includes only:

- the Notice to Appear including anything attached to it
- the eviction decision
- other written information that was presented by the member or anyone else at the board of directors meeting that made the decision.

The information does not include a member's statement referred to in sections 15.2(b) (Member's Statement) and 15.2(c) (Board Statement). Those sections will apply if the member delivers a statement under them.

(c) Personal information about others in information package

The board of directors may decide to omit names and/or personal information about others from the information package unless those persons give written consent to including that information.

(d) Available at office and at members' meeting

Members may come to the co-op office during ordinary office hours after delivery of the agenda and before the members' meeting and read the information package. The information package will be available to all members at the meeting. Copies may not be made except by the co-op and the member who appealed.

(e) Request to distribute information

The information package will not be distributed in advance of the meeting unless the member who appealed requests it before delivery of notice of the meeting. In that case the Notice to Appear and eviction decision will be distributed, but the board of directors may decide not to distribute some or all of the other information.

(f) Disclosure at members' meeting

Discussion at the members' meeting will normally be limited to things mentioned in the information package. If the member or member's representative brings up other things, then the board of directors or staff can disclose other relevant information, including personal information about the member.

(g) Personal information about others at members' meeting

If anyone wishes to raise personal information about others that is not in the information package, section 17.1(b) applies (When members raise things about someone else). This may limit the information that can be stated by the board of directors, staff or member who appealed.

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15.4 Procedure at Members' meeting

(a) **Chair**

The board of directors will decide whether the meeting will be chaired by the president, another director or an outside person.

(b) **Member and representative can attend meeting**

The member who appealed has the right to attend and vote at the members' meeting. The member can have a lawyer or other representative at the meeting. The member and any representative can speak at the meeting. They can also deliver written statements at the meeting.

(c) **No taping**

People present at the meeting can take notes but cannot record the meeting, whether by tape or any other device.

(d) **Secret ballot**

Voting on motions about the eviction decision will be by secret ballot. This does not include procedural motions, such as a motion to end debate.

(e) **Quorum**

The quorum at the meeting will be the normal quorum as stated in the Organizational By-law. If the quorum is not present thirty minutes after the meeting is scheduled to start, or a quorum is not present at the time of the vote, the board of directors' decision is confirmed. The meeting cannot be continued on a later date.

(f) **Membership decision**

The members' meeting can confirm the board of directors' eviction decision, or replace it with any other decision which the board could have made. This includes changing any terms and conditions for a performance agreement or a conditional eviction. A simple majority vote is needed. The board decision is confirmed if the meeting does not pass a motion to change the board decision.

(g) **Effective date of decision**

If a member appeals an eviction, the decision is not effective until the appeal is decided or dropped. If the appeal is not successful, the termination date will be the latest of:

- the second day after the members' meeting
- the date stated in the eviction decision
- a later date decided by the members at the meeting.

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Article 16: Legal Action

16.1 Enforcing Eviction Decisions

Unless the board of directors decides something else, the co-op manager is authorized to start legal action as a result of decisions under previous sections. The board can limit the manager's authority, either generally or in specific cases. The board can designate a director or someone else to work with the manager. The board can choose another person instead of the manager, either generally or in specific cases.

Unless the board decides something else, the manager or the other person is authorized to:

- give all necessary directions to the co-op's lawyers and paralegals
- act as agent for the co-op on court actions and at the Landlord and Tenant Board
- make a settlement or other agreement, and
- refer any matter back to the board if necessary.

16.2 Membership Rights on Eviction

(a) When membership ends

Membership ends on the termination date in an eviction decision, or in case of a conditional eviction or performance agreement, at the end of the notice period for a notice under section 14.5 (Non-Performance by Member). This applies even though the former member can continue to occupy the unit until the co-op gets an eviction order. Since the occupant is no longer a member, the occupant cannot attend meetings of the co-op as a member, vote or run for the board of directors. If the occupant was on the board or was an officer, the position is automatically vacated on the day that membership ends.

(b) When membership restored

The *Co-operative Corporations Act* and the *Residential Tenancies Act* state when someone's membership and occupancy rights are considered not to be terminated. This could be because the member paid arrears by a certain time or for other reasons. When this happens, the occupant's membership is restored. The occupant can attend meetings of the co-op as a member, vote or run for the board of directors. If the occupant was a director when their membership ended, that person will not automatically be a director when their membership is restored. They would have to be re-elected to the board or appointed to fill a vacancy.

(c) Co-op actions while occupants were not members

Any votes or actions taken by the co-op during the time when the occupant was not a member will be valid and binding.

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(d) When new Notice to Appear not needed

No new Notice to Appear or eviction decision is needed in the case of:

- repeat breaches within six months referred to in subsection 94.2(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights)
- breaking the conditions in a mediated settlement agreement or order of the Landlord and Tenant Board as stated in subsection 94.11(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights).

The board of directors can decide to go ahead with the eviction or the manager can be authorized to do so. The member will be given notice as required under the *Residential Tenancies Act*.

16.3 Interest

Members owe interest on all arrears and other amounts owing to the co-op at the rate of six percent above the prime rate of any credit union or bank designated by the board of directors. The co-op may include this interest when bringing legal action against a member or former member, but will not normally claim interest at other times.

16.4 Rights Not Cancelled

The only way the co-op can cancel or waive any rights is under an arrears payment agreement or other performance agreement or settlement agreement authorized under this By-law and signed by the co-op. The co-op does not waive any Notice to Appear, eviction decision or other rights by:

- accepting arrears or compensation
- sending reminder or other letters even if incorrectly addressed “Dear Member” or similar
- recalculating housing charge subsidy
- making any error on a member ledger or other document
- accepting a cheque or other item marked “Payment in Full” or anything similar
- doing anything else except as stated at the beginning of this section.

16.5 Co-op Costs

The co-op has the right to recover full indemnity costs (the actual legal fees and costs) of any legal action that the co-op takes to recover money owed to it or enforce its rights under the By-laws.

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Article 17: Miscellaneous

17.1 Personal Information to Membership

(a) When members raise things about themselves

If a member appeals a board of directors' decision under the co-op By-laws, or raises something at a members' meeting involving the member's personal information, the board can disclose other relevant personal information about that member.

(b) When members raise things about someone else

A member cannot appeal a board of directors' decision under the co-op By-laws about another person, or raise something at a members' meeting involving personal information about another person, unless the other person has given written approval. The member must show the written approval to the chair of the meeting. It may be examined by any member. If the written approval is given, the chair can allow members to discuss that personal information and the board and staff can disclose other relevant personal information about the person. If that person does not give approval, the appeal or discussion is out of order.

(c) Appeal information

If a member distributes written information to the membership about an appeal under the co-op By-laws or other decision involving their own personal information, the board of directors can disclose other relevant personal information about that member. The same thing applies if the co-op is required to distribute the information under section 15.2(b) (Member's statement) of this By-law.

17.2 Legal Actions against Co-op

If anyone sues the co-op or takes other legal action against the co-op, such as a complaint to the Ontario Human Rights Tribunal, the board of directors should report the matter to the members in writing or orally at a members' meeting. This applies whether the lawsuit or legal action is started by a co-op member or anyone else. The report can include relevant detail, including personal information of the person who started the action, if relevant. The board does not have to report the matter to the members if it does not believe it would be in the best interests of the co-op to do so. The board would normally get legal advice about any disclosure or decision not to disclose.

17.3 External Complaints

If a member makes a complaint about the co-op to anyone outside the co-op, or sends anyone outside the co-op a copy of an internal complaint, the board of directors is entitled to respond to that complaint to the same persons or organizations. This includes complaints by e-mail, orally or on social media. In responding the board can disclose relevant personal information about the member and the member's household. Examples include complaints

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sent to bodies like the Agency for Co-operative Housing, Canada Mortgage and Housing Corporation, a service manager, a government official, a newspaper, the Co-operative Housing Federation of Canada or a local co-op housing federation.

17.4 Co-op Employees

(a) Not members

A permanent employee of the co-op cannot be a member of the co-op or live in the household of a member.

(b) Exceptions

Paragraph (a) does not apply to members and members of their households:

- who are temporarily employed by the co-op if the total employment for all members of the household is not more than two weeks in a year
- who are on-call committee members if the total on-call payment for all members of the household is for not more than one day a week of on-call on average, or
- who are employed by a property management company or another contractor of the co-op if the total employment at the co-op for all members of the household is not more than two days a week on average.

(c) Serving on board of directors

Members in the first two exceptions can be on the board of directors, but they have to watch out for conflicts of interest and follow the By-laws, if there is a conflict. Members in the third exception cannot be on the board.

(d) Live-in staff

If the board of directors decides that the duties of an employee or the employee of a contractor make it necessary to live in the co-op, the employee and the employee's household will be tenants of the co-op, not members. The board must make sure that there is a written agreement stating that the tenancy ends when the employment or contract ends or as soon after that as legally required. The board must pass a motion before the employment starts designating the employee's unit as a non-member unit.

17.5 Non-Member Units

This By-law applies only to member units. The co-op does not have to follow the procedures in this By-law when dealing with non-member units or non-residential spaces, if any. Leases, agreements or government requirements govern the co-op's relations with them.

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17.6 Non-Members in a Member Unit

Parts of this By-law apply to non-members living in a member unit. In dealing with non-members who are occupying a member unit, the board of directors may take any action permitted by law.

17.7 Proof

(a) When required

When investigating compliance with the co-op's By-laws or government requirements, the co-op can ask a member to prove:

- that the member's unit is the member's principal residence
- that the member is not profiting from any arrangement with guests or sub-occupants
- the member's household composition
- the member's household income if the member receives housing charge subsidy
- other things to show compliance with government requirements, this By-law and other co-op By-laws, as applicable.

(b) Member response

If asked, members must give complete proof and details about the things stated in paragraph (a). This request can include originals or copies of any documents and sworn statements from everyone involved. Failure to provide proof under this section is a breach of this By-law. If a member fails to provide proof, the co-op can conclude that this is evidence that the member is not complying with government requirements, this By-law or other co-op By-laws, as applicable.

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17.8 Serving Eviction Documents

(a) Ways to serve documents

Notices and other documents relating to an eviction are considered served on a member if given in any of the following ways:

- handing it to the member
- handing it to an apparently adult person in the unit
- leaving it in the mail box where mail is ordinarily delivered to the member
    - if there is no mail box, sliding it under the door of the member unit or through a mail slot in the door or leaving it at the place where mail is ordinarily delivered to the member
    - mailing it to the last known address where the member lives or works.

(b) More than one member

A separate notice or other document relating to an eviction must be given to each member involved and to any member who has left the unit, but is still involved.

(c) **When mailed**

Notices and documents that are mailed to a member are considered delivered or served on the fifth day after the day of mailing.

(d) **Electronic mail**

Notices and documents under Article 3 (Members' Contributions) and Article 4 (Setting Housing Charges) can be given by electronic mail to members who have signed a form consenting to notices by electronic mail. The form must state an e-mail address. Notices and documents sent by e-mail are considered delivered at the time of sending. Members can change their e-mail address by notice to the co-op. Members can also cancel their consent to receive e-mail notices. A separate consent form does not have to be signed if the members have signed a consent form under the Organizational By-law.

(e) **Single notice**

Only one notice or one copy of a document under Article 3 (Members' Contributions) or Article 4 (Setting Housing Charges) needs to be given for each unit.

17.9 Signing Schedules for Co-op

The Schedules to this By-law (including any Appendixes) can be signed on behalf of the co-op by the manager or another staff member, any director or anyone authorized by the board of directors.

17.10 Minor Errors, Omissions or Irregularities

A minor error, omission or irregularity will not affect any decision made by the board of directors and/or members as stated in the *Co-operative Corporations Act.*

17.11 Starting Date for this By-law

This By-law will go into effect on the date when it is confirmed by the membership.

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SCHEDULES AND ATTACHMENTS

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Article 1: About this By-law

1.1 Introduction

Winona Housing Co-Operative Inc. is an adult-living community. Preferred membership in the Winona co-operative is for ages 50 plus.

This By-law states the basic rules for the co-op to provide housing for its members and the basic rights and obligations of the co-op and the members.

1.2 Priority of this By-law

(a) Conflict with other By-laws

This By-law governs over other co-op By-laws if there is a conflict. By-laws passed after this By-law can amend or add to this By-law, but they have to specifically state this.

(b) References to other By-laws

Some parts of this By-law refer to other co-op By-laws. If the co-op does not have the By-law referred to, the board of directors will decide on anything which would have been in the By-law. This does not apply if the co-op has the By-law, but just uses a different name for it.

(c) No unauthorized commitments

No one can commit to anything dealing with occupancy rights on behalf of the co-op unless authorized under this By-law. Any unauthorized commitment is not effective.

1.3 Repeals

(a) By-laws

The following By-laws, or parts of By-laws, are repealed when this By-law becomes effective: N/A

(b) Policies

N/A

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Schedule A: Occupancy Agreement

Names of members: ____

____

Unit address: ____

____

Date of occupancy: ____

Membership terms:

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op By-laws also contain rights and obligations of members. You agree to obey all co-op By-laws and decisions made by the board of directors and co-op members.
3. Under the *Co-operative Corporations Act* and the co-op's By-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
4. If there is a conflict between the co-op's By-laws and this Agreement, the co-op's By-laws have priority.

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the co-op's By-laws. You are entitled to ask any questions and to have them answered.

The attached Appendixes are part of this agreement. Any updated Appendixes will be part of this Agreement.

Signatures:

[Legal co-op name]

Date: ______________________ By: ________________________________

Print name:
Title

Date: ______________________ ________________________________

Name of member:

Date: ______________________ ________________________________

Name of member:

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Appendix A: Member Charges

Unit address: ____

____

Date of the charges in this form: ________________________________

Full monthly housing charges $ ____________________

LESS housing charge subsidy (if any) $ ____________________

Monthly housing charges $ ____________________

Monthly parking charges (if applicable) $ ____________________

Monthly Cable TV charges (if applicable) $ ____________________

Sector support charges $ ____________________

Your total monthly housing charges are: $ ____________________

Your member deposit is: $ ____________________

Note: The figures stated in this Appendix may change as stated in the co-op By-laws and/or the rules about housing charge subsidy, if applicable. There may be other charges as permitted under the co-op By-laws and government requirements.

Signatures:

Date: ____________________ ________________________________
Name of member:

Date: ____________________ ________________________________
Name of member:

Date: ____________________ ________________________________
Name of non-member occupant:

Date: ____________________ ________________________________
Name of non-member occupant:

To be signed by all members and any non-member occupants 16 years old or older

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Appendix B: Household Members

Unit address: ______________________________

____

Date of this form: ______________________

List the names of each member in the unit.

____

____

List the names of each non-member 16 years old or older in the unit.

____

____

List the names of each non-member less than 16 years old in the unit.

____

____

I agree to give prompt written notice of any change in the size of my household or the persons who make up the household. This includes any long-term guests.

I understand that no one may occupy the unit except the people listed on this form. To have additional occupants I must comply with Article 8 (Members' Household and Guests) of the Occupancy By-law and any other applicable rules.

If I receive housing charge subsidy, this includes anyone whose income has to be considered in setting the amount of housing charge subsidy.

Signatures:

Date: ______________ ______________________

Name of member:

Date: ______________ ______________________

Name of member:

Date: ______________ ______________________

Name of non-member occupant:

Date: ______________ ______________________

Name of non-member occupant:

To be signed by all members and any non-member occupants 16 years old or older

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Appendix C: Housing Charge Subsidy Terms

Names of members: ______________________________

____

____

Unit address: ______________________________

____

Names of any non-member occupants 16 years old or older:

____

____

____

Basic rules:

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the "household" in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op's Occupancy Agreement and By-laws. Words used in this document have the same meaning as in the co-op's Occupancy By-law.
3. This document states some of the rules and obligations for households that receive a housing charge subsidy. It does not state all of them. Government requirements and co-op By-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households who receive housing charge subsidy are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
5. The co-op members decide on the housing charges as stated in the Occupancy By-law. The co-op will reduce the household's housing charges by the amount of the housing charge subsidy that is allocated to the household. This amount is determined under government requirements or the co-op's Housing Charge Subsidy By-law, if it has one, or other co-op By-laws or a combination of these.

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Giving information:

6. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to housing charge subsidy and must ensure that that information is accurate and complete at all times.
7. Once a year the household will have to update the record of all persons in the household and their incomes. The household will have to give proof of current household income and the income for the previous year. This must include the income of any long-term guests and may have to include the income of casual guests.
8. The household must report the following changes to the co-op within ten days after they happen:
    - any change in any relevant document previously provided
    - any change in income
    - any change in assets
    - any change in the source of income for any member of the household
    - any change in household composition
    - any change in immigration status if that is a government requirement.
9. The co-op will investigate the household's financial situation when it decides on the amount of housing charge subsidy and may do so at other times. All members of the household must give the co-op any information it requests for this investigation. This includes household income, household composition and any other relevant information. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.
    - If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

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Ending subsidy:

10. Housing charge subsidy ends when the household has not occupied a unit in the co-op for more than six weeks. This period of time will be changed to meet any applicable government requirements. This applies whether or not the absence is permitted under co-op By-laws.
11. Housing charge subsidy can be ended if any member of the household does not give any information or proof that the co-op asks for. Housing charge subsidy ends if a member or anyone in the household breaks any term of the Housing Charge Subsidy By-law, if the co-op has one, or government requirements, or this Appendix or any other rules that apply.
12. Households that are overhoused must follow the applicable rules in the co-op By-laws and government requirements. Overhousing will be determined according to occupancy standards under co-op By-laws or government requirements.

13. If the household ever receives more subsidy than it should have because of a breach of co-op By-laws or government requirements or this Appendix or for other reasons, each household member must pay back the excess.
Each of the undersigned agrees that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. All persons in the member's household must sign a separate authorization for a credit check if requested by the co-op.
Each of the undersigned agrees that personal information that the co-op receives during its investigations will be kept confidential, but it may be shared as stated in government requirements.

Signatures:

Date: ______________________ ______________________________________
Name of member:

Date: ______________________ ______________________________________
Name of member:

Date: ______________________ ______________________________________
Name of member:

Date: ______________________ ______________________________________
Name of non-member occupant:

Date: ______________________ ______________________________________
Name of non-member occupant:

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Appendix D: Special Needs Unit Terms

Names of members: ______________________________

____

____

Unit address: ______________________________

____

Names of any non-member occupants 16 years old or older:

____

____

____

Basic rules:

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op’s Occupancy Agreement and By-laws. Words used in this document have the same meaning as in the co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that occupy a special needs unit. It does not state all of them. Government requirements and co-op By-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households that occupy a special needs unit are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
5. No one may occupy the Unit except people who were members of the household at the time the Occupancy Agreement was signed and any additional people authorized by the co-op under its By-laws.

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Updating information:

6. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to occupying a special needs unit and must ensure that that information is accurate and complete at all times.
7. Periodically the household will have to update the record of all persons in the household. The household will have to give proof of continuing eligibility for special needs housing.
8. The household must report the following changes to the co-op within ten days after they happen:
   - any change in any relevant document previously provided
   - any change in household composition
   - any change that would affect continuing eligibility for special needs housing.
9. All members of the household must give any information that the co-op requests for any investigation of continuing eligibility for special needs housing. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.
   - If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Losing eligibility:

10. Households can lose their eligibility for special needs housing if they break any of the rules that apply – whether or not the rules are stated in this document.
11. Households can also lose their eligibility for special needs housing without breaking any rules. This can happen for reasons like:
    - The household lives in a special needs-modified unit and no longer has any members that require accessibility modifications.
    - The household lives in a special needs-support services unit and no longer has any members who require the support services.

Each of the undersigned agree that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. All persons in the member’s household must sign a separate authorization for a credit check if requested by the co-op.

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Each of the undersigned agrees that personal information that the co-op receives during its investigations will be kept confidential, but it may be shared as stated in government requirements.

Signatures:

Date: ______________________ ______________________________________
Name of member:

Date: ______________________ ______________________________________
Name of member:

Date: ______________________ ______________________________________
Name of member:

Date: ______________________ ______________________________________
Name of non-member occupant:

Date: ______________________ ______________________________________
Name of non-member occupant:

DRAFT

Schedule B: Long-term Guest Agreement

All members and the long-term guest must sign.

Names of members: ______________________________

____

____

Names of long-term guests: ______________________________

____

Unit address: ______________________________

____

Start Date: ______________________________

Latest End Date: ______________________________

Terms of agreement:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household starting on the Start Date stated in this agreement. If a date is filled in for the Latest End Date, the long-term guest agrees to leave the member's unit on or before the Latest End Date. The long-term guest must have written permission from the co-op and the member to stay longer.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op By-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest acknowledges that being a long-term guest does not give him or her a right to the unit or any other unit or position on the co-op's internal or external waiting lists.
5. The long-term guest acknowledges that the co-op can cancel long-term guest status or change the terms of long-term guest status at any time (even if before the Latest End Date). The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
6. The long-term guest must immediately leave the unit when the member's occupancy rights end.

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1.4 Laws about Occupancy

(a) Main laws

In addition to this By-law certain laws affect occupancy at the co-op. These include the following laws in addition to other government requirements.

A. The *Co-operative Corporations Act* governs the co-op. Parts of the *Co-operative Corporations Act* have important rules about occupancy that are not in this By-law.

B. The *Residential Tenancies Act* has rules about co-op evictions that are not in this By-law.

C. The Ontario *Human Rights Code* has important rules about housing that affect the co-op.

(b) Changing By-laws

If any part of this By-law breaks any laws, the board of directors will pass By-law amendments to correct the situation and submit them to the membership for approval. This could happen if there are changes in the laws or new interpretations.

1.5 Occupancy Agreement

(a) Standard form

The Occupancy Agreement, Schedule A, is part of this By-law. All members must sign it when their membership in the co-op begins. The Occupancy Agreement includes Appendixes that have to be signed at the same time or later.

- **Appendix A: Member Charges.** This applies at the time of signing the Occupancy Agreement. It does not have to be updated each year when charges change.
- **Appendix B: Household Members.** This applies at the time of signing the Occupancy Agreement. If there are changes, the member has to notify the co-op as stated in section 9.5 (Reporting Change in Household Size). A new Appendix B should be signed.
- **Appendix C: Housing Charge Subsidy Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will receive housing charge subsidy. If the member gets housing charge subsidy at a later time, Appendix C has to be signed before the housing charge subsidy starts. Up-to-date Appendixes A and B have to be signed at the same time.
- **Appendix D: Special Needs Unit Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will occupy a special needs unit. If the member gets a special needs unit at a later time, Appendix D has to be signed then.

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7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the long-term guest is not a tenant under the *Residential Tenancies Act.*

8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges as defined in the co-op By-laws. Any other payment is against the law.

9. The member and the long-term guest agree to fully and truthfully disclose to the co-op all financial arrangements between them to show that they are complying with paragraph 8 of this agreement.

10. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

Signatures:

Date: ______________________ ______________________________
Print name of member:

Date: ______________________ ______________________________
Print name of member:

Date: ______________________ ______________________________
Print name of member:

Date: ______________________ ______________________________
Print name of long-term guest:

Date: ______________________ ______________________________
Print name of long-term guest:

[Legal co-op name]

Date: ______________________ By: ______________________________
Print name:
Title:

DRAFT

Schedule C: Sub-Occupancy Agreement

[Legal co-op name]

All members and the sub-occupant must sign.

Names of members: ____

____

____

Names of sub-occupants: ____

____

Unit address: ____

____

Start date: ____

End date: ____

Contact information for member: ________________________________

____

Current monthly housing charges: $________________________________

Terms of agreement:

1. The co-op agrees that the sub-occupant can live in the member's unit from the Start Date to the End Date stated in this agreement. The sub-occupant agrees to leave the member's unit on or before the End Date. The sub-occupant must have written permission from the co-op and the member to stay longer.
2. If the End Date in this agreement is blank or indefinite the sub-occupant can live in the member's unit on a monthly basis starting on the Start Date. The member or the sub-occupant can end this agreement on sixty days' written notice. The notice period must end on the last day of a month.
3. The member is still responsible to the co-op for all the member's obligations to the co-op.
4. The sub-occupant agrees not to break any of the terms of the member's Occupancy Agreement or any co-op By-laws.

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5. The sub-occupant agrees to pay all housing charges and to carry out all the obligations that the member has to the co-op. The current monthly housing charges are stated above and must be paid directly to the co-op. The monthly housing charges may change during the sub-occupancy.

6. The member agrees that the member is still legally responsible for housing charges if the sub-occupant does not pay them.

7. The member agrees that all legally required notices to the member may be delivered or served at or to the unit in compliance with co-op By-laws and the *Co-operative Corporations Act* or *Residential Tenancies Act,* as applicable.
    (a) The sub-occupant agrees to contact the member immediately on receipt of any notice from the co-op.
    (b) The co-op may contact the member as stated in the contact information in this agreement and may send the member a copy of a notice. The co-op does not have to do this. This includes important documents, such as a Notice to Appear. If the co-op does contact the member, the time of service of the notice or document will be when it was delivered or served at or to the unit or the sub-occupant.

8. The sub-occupant acknowledges that the co-op allows only members and their households to occupy co-op units, except for a temporary sub-occupancy. The sub-occupant's right to live in the member's unit ends when the member's occupancy rights end. This agreement does not give the sub-occupant a right to the unit or any other unit in the co-op or position on the co-op's internal or external waiting lists.

9. The co-op can end the sub-occupant's rights to the unit when it wishes to do so. The sub-occupant will be entitled to ten days' notice to leave the unit. The co-op can do this if the member ends co-op membership or the co-op is evicting the member or for other reasons that the co-op decides.

10. The member and the sub-occupant must update the co-op in writing within five days of any change in the member's contact information.

11. The sub-occupant acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the sub-occupant is not a tenant under the *Residential Tenancies Act.*

12. The member and the sub-occupant acknowledge and understand that the sub-occupant cannot pay anything to the member, such as key money, and the only payment permitted is the housing charges. Any other payment is against the law.

13. The member and the long-term guest agree to fully and truthfully disclose to the co-op all financial arrangements between them to show that they are complying with paragraph 12 of this agreement.

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13. The sub-occupant agrees that the co-op, through its employees or agents, can receive credit information about the sub-occupant from any credit agency or other source.

Signatures:

Date: ______________________ ______________________________________
Print name of member:

Date: ______________________ ______________________________________
Print name of member:

Date: ______________________ ______________________________________
Print name of member:

Date: ______________________ ______________________________________
Print name of sub-occupant:

Date: ______________________ ______________________________________
Print name of sub-occupant:

[Legal co-op name]

Date: ______________________ By: _________________________________
Print name:
Title:

DRAFT

Schedule D: Notice to Appear for Arrears or Persistent Late Payment

To members: ____

____

Address of member unit: ____________________________________

____

The board of directors is going to consider ending your membership and occupancy rights and evicting you.

The board of directors is going to consider whether you have broken section 11.1 (Eviction for Arrears or Persistent Late Payment) of the Occupancy By-law, and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You do not have to vacate the unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006.*

Place of board meeting: ____

Time and date of board meeting: _________________________________

Time for arrival: ____________________________________

Proposed termination date: ______________________________________

Grounds of termination: ***(Delete (a) or (b) if not applicable)***

(a) **Housing charges owing: $ _______________ as of _____________________**

(b) **Persistent late payment**

Attachments: Copy of Member Ledger as of _________________________

Other ______________________

Signature:

Winona Housing Co-operative Inc.

Date: ____________________ By: ______________________________

Print name:
Title:

DRAFT

Schedule E: Notice to Appear

To members: ____

____

Address of member unit: ______________________________________

____

The board of directors is going to consider ending your membership and occupancy rights and evicting you.

The board of directors is going to consider whether you have broken the Co-operative's By-laws and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You do not have to vacate your unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006* if it applies, or else by obtaining a writ of possession from the court.

Place of board meeting: ____

Time and date of board meeting: __________________________________

Time for arrival: _____________________________________

Proposed termination date: ______________________________________

Grounds of termination:

(a) **By-laws and parts of By-laws:** ___________________________________

____

(b) **Summary of facts:** ____

____

____

DRAFT

Attachments: ***(See section 12.2(c) (Notice to Appear Additional Information) of the Occupancy By-law about what should be included. List the Attachments here.)***

____

____

____

____

____

Signature:

Winona Housing Co-operative Inc.

Date: ______________________ By: _________________________________

Print name:
Title:

(Note: Insert the next paragraph if an appeal is available under the Occupancy By-law. It should go before "Place of board meeting".)

You may appeal the board decision to a general meeting of the members.

DRAFT

Schedule F: Board of Directors' Eviction Decision for Arrears or Persistent Late Payment

Members: ____

____

Address of member unit: ____________________________________

____

Note: If there is more than one member, the word "member" in this Decision refers to all members.

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the By-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because: ***(Delete (a) or (b) if not applicable)***

(a) the member owed housing charges to the co-op on the date of the meeting.

(b) the member has been persistently late in paying housing charges.

This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

Additional decision, if any:

Date of board meeting: ________________________________

A member attended the board meeting: Yes: ______ No: ______ Who: ______

Representative of a member attended board meeting: Yes: ______ No: ______

Name of representative: ________________________________

Kind of representative: Lawyer ___ Paralegal ___ Other ______________________

Housing charges owing at time of board meeting:

$ ________________ as of ______________________

Termination date: ____

DRAFT

This document is a resolution of the board of directors duly passed on the date of the board meeting stated in this document and this resolution is still in effect and has not been amended.

Signature:

Winona Housing Co-operative Inc.

Date: ______________________ By: ________________________________

Print name:
Title:

DRAFT

Schedule G: Board of Directors' Eviction Decision

Members: ____

____

Address of member unit: ____________________________________

____

Note: If there is more than one member, the word "member" in this Decision refers to all members.

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the By-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this Decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because the member broke the Co-operative's By-laws and eviction is appropriate.

Additional decision, if any:

Date of board meeting: ____

A member attended the board meeting: Yes: ______ No: ______ Who: ______

Representative of a member attended board meeting: Yes: ______ No: ______

Name of representative: ________________________________

Kind of representative: Lawyer ___ Paralegal ___ Other ______________________

Termination date: ______________________________________

Grounds of termination: *(Insert grounds from Notice to Appear as decided by board)*

(a) **By-laws and parts of By-laws broken:** ___________________________

____

(b) **Summary of facts:** ____

____

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(b) Who signs

The Occupancy Agreement must be signed by all co-op members who will occupy the unit.

The Appendixes must be signed by all members and any non-member occupants 16 years old or older.

(c) Government requirements

To meet government requirements, the Appendixes to the Occupancy Agreement can be changed by the board of directors without amending this By-law.

(d) Occupancy Agreement applies

The co-op and the members must obey this By-law, including the Occupancy Agreement and Appendixes, even if a particular member has not signed an Occupancy Agreement or Appendix or has signed an older version of the Occupancy Agreement or Appendix.

(e) Special requirements

Some By-laws and agreements only apply to certain members. Both the co-op and those members must obey them. Examples are performance agreements and By-laws dealing with housing charge subsidy.

1.6 Special Meanings

(a) Co-op office

The Co-op office is located on the main floor, off the Lobby. The office hours are posted on the door.

(b) Eviction

The *Co-operative Corporations Act* and the *Residential Tenancies Act* use words like “terminating membership and occupancy rights” or “terminating occupancy rights.” In this By-law these are also referred to using words like “evicting the member” or “eviction.”

(c) Government requirements

“Government requirements” means the laws, regulations or agreements with government bodies that apply to co-ops. This includes the ones stated in section 1.4 (Laws about Occupancy).

(d) Housing charge payment day

The housing charge payment day is the day of the month when payment of housing charges is due for that month or the following month. The board of directors can set a day based on when the office is open or other factors. If the board doesn’t do this, the housing charge payment day will be the first day of a month that is not a Saturday, Sunday or public holiday.

This document is a resolution of the board of directors passed on the date of the board meeting stated in this document and this resolution is still in effect and has not been amended.

Signature:

Winona Housing Co-operative Inc.

Date: ______________________ By: ________________________________

Print name:
Title:

DRAFT

Schedule H: Notice of Eviction Decision for Arrears or Persistent Late Payment

To members: ____

____

Address of member unit: ________________________________

____

A meeting of the board of directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your membership and occupancy rights on the date stated in this Notice.

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006.*

Additional decision, if any:

Date of board meeting: ______________________________

Housing charges owing at time of board meeting (if applicable):

$ _________________ as of ______________________

Termination date: __________________________________

Signature:

Winona Housing Co-operative Inc.

Date: ______________________ By: _________________________________

Print name:
Title:

DRAFT

Schedule I: Notice of Eviction Decision

To members: ____

____

Address of member unit: ______________________________________

____

A meeting of the board of directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your membership and occupancy rights on the date stated in this Notice.

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006,* if it applies, or else by obtaining a writ of possession from the court.

Additional decision, if any:

Date of board meeting: ____________________________________

Termination date: ____

Grounds of termination: *(Insert grounds from board decision)*

(a) **By-laws and parts of By-laws broken:** ____________________________

____

(b) **Summary of facts:** ____

____

____

Signature:

Winona Housing Co-operative Inc.

Date: ______________________ By: ________________________________

Print name:
Title:

(Note: Insert the next paragraph if an appeal is available under the Occupancy By-law. It should go before "Additional decision, if any".)

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You may appeal the board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you. More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the Co-operative Corporations Act.

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Schedule J: Performance Agreement Arrears or Persistent Late Payment

Members: ____

____

Address of member unit: ____________________________________

____

Note: If there is more than one member, the word “member” in this Agreement refers to each member.

Date of board meeting: _________________

Date of this Agreement: _________________

Housing charges owing at date of this Agreement: $ _________________

A meeting of the board of directors was held on the date stated in this Agreement. The member was given a Notice to Appear to be considered at that meeting.

The member

- admits that the co-op is owed the amount of housing charges stated in this Agreement.
- admits that the member has persistently paid housing charges late.
- agrees to pay the entire amount owing as follows:

  ____

  ____

  ____

- agrees to make these payments to the co-op office by 4:00 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, the payment must be made by 4:00 p.m. on the next business day.
- agrees to pay all monthly housing charges on or before the housing charge payment day during each month from the date this agreement is signed.
- agrees to make all arrears and monthly housing charge payments by certified cheque or money order or debit card (if available at the co-op). This will apply until all arrears are paid.
- agrees to meet all the deadlines in this Agreement and not to miss any of them without advance written permission from the co-op.

The member understands the terms of this Agreement and has had the opportunity to get legal advice.

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>>> (Choose ONE of the following three paragraphs, as applicable. Delete the others.)

If the member breaches this Agreement, a Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is cancelled on signing this Agreement. If the member breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be ten days after a written notice served on the member as stated in section 17.8 (Serving Eviction Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Winona Housing Co-operative Inc.

Date: ____________________ By: ______________________________

Print name:
Title:

Date: ____________________ ______________________________
Print name of member:

Date: ____________________ ______________________________
Print name of member:

Date: ____________________ ______________________________
Print name of member:

DRAFT

DRAFT

Schedule K: Performance Agreement

Members: ____

____

Address of member unit: ________________________________

____

Note: If there is more than one member, the word "member" in this Agreement refers to each member.

Date of board meeting: _______________

Date of this Agreement: _______________

A meeting of the board of directors was held on the date stated in this Agreement. The member was given a Notice to Appear to be considered at that meeting.

The member

- admits that the following is true: ____________________________
  ____
  ____
  ____ .
- agrees to: ____
  ____
  ____
  ____ .
- authorizes the co-op to give information about this agreement to others as follows:
  ____
  ____
  ____
  ____ .

The member understands the terms of this Agreement and has had the opportunity to get legal advice.

>>> (Choose ONE of the following three paragraphs, as applicable. Delete the others.)

If the member breaches this Agreement, a Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is cancelled on signing this Agreement. If the member breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Winona Housing Co-operative Inc.

Date: ______________________ By: ________________________________

Print name:

Title:

Date: ______________________ ________________________________

Print name of member:

Date: ______________________ ________________________________

Print name of member:

Date: ______________________ ________________________________

Print name of member:

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Attachment A: Summary of Time Requirements and Examples

In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.

Housing charge payment day

3.3(a) Housing charges are due before noon on the housing charge payment day.

Example: Co-op has open office hours five days a week. Housing charge payment day is first business day.
September 1 is a Sunday.
Monday, September 2 is a public holiday—Labour Day.
Housing charges are due on Tuesday, September 3—the first business day in September.

Budget

4.3 Must be delivered at least five days before the budget meeting.

Example: Budget meeting is June 16.
Last day to deliver a copy of the budget is June 11.

Changed housing charges

4.4 Begin on the first day of the third month after the members decide on the change.

Example: Budget meeting is June 16 and members approve a change.
July is the first month after the decision.
August is the second month after the decision.
Therefore, housing charge change takes effect on September 1. Changed housing charges apply for September.

Notice of entry

5.2(b) 48 hours notice is required. A time range can be given (5.2(d)).

Example: Plumber to arrive at 8:00 a.m. on Monday, June 16 to work on several units; will be there for a week.
Notice must be given by 8:00 a.m. on Saturday, June 14. Notice can cover the whole week to June 20.

Showing unit

5.2(c) 24 hours notice is required. A time range can be given.

Example: Member has withdrawn from co-op effective June 30.
Potential new member to look at the unit at 7:00 p.m. June 16.
Notice must be given by 7:00 p.m. on June 15.

Year

8.5 Casual guest can't stay at the co-op more than 3 months in a year without approval as a long-term guest.

Example: Member wants guest to stay November and December and January and February in the following calendar year.
In the By-law "Year" means a consecutive twelve-month period, not a calendar year. (See Special Meanings, section 1.6(k)).
Therefore, guest cannot without board approval.

Change in household size

9.5 Notice must be given by member to co-op within 10 days.

Example: Child gets married on May 14 and leaves home permanently.
Last day for notice to co-op is May 24, 2014.

Withdrawing from co-op

10.2 (b) At least 60 days' written notice required ending on last day of month.

Example: Member wants to withdraw from co-op effective June 30.
Notice must be delivered to co-op office on or before May 1.
— 30 days in May (not counting May 1).
— 30 days in June (counting June 30).
— Total 60

Example: Member wants to withdraw from co-op effective August 31.
Notice must be delivered to co-op office on or before July 2.
— 29 days in July (not counting July 2).
— 31 days in August (counting August 31).
— Total 60

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(e) **Housing charge subsidy**

"Housing charge subsidy" means geared-to-income subsidy or any other subsidy or reduction in housing charges that is provided by the co-op.

(f) **Housing charges**

In this By-law "housing charges" means all charges that the co-op makes to members or that members owe the co-op.

- "Full monthly housing charges" means the monthly housing charges for a unit before deducting or crediting any housing charge subsidy.
- "Subsidized monthly housing charges" means the regular monthly housing charges after deducting or crediting any housing charge subsidy that a household receives.
- "Regular monthly housing charges" means the full monthly housing charges, after deducting or crediting any housing charge subsidy, plus any parking or other monthly charges.
- "Other housing charges" means non-monthly amounts that a member has to pay under the co-op By-laws. Examples are late payment and NSF charges.

(g) **Legal action**

A "legal action" under this By-law includes an application to the Landlord and Tenant Board or to the courts.

(h) **Manager**

In this By-law the co-op "manager" refers to the senior staff person. That person could have a different job title. Also, in some cases the board of directors or manager may authorize other staff members to perform some of the manager's duties mentioned in this By-law.

(i) **Performance agreement**

A "performance agreement" includes an arrears payment agreement.

(j) **Staff**

"Staff" refers to employees of the co-op and to property management companies and other contractors and their employees.

(k) **Year**

When this By-law refers to a "year", it means a consecutive twelve-month period. This is not necessarily a calendar year. The board of directors decides what twelve-month period to use in each case.

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10.2 (c) Special counting rules for February and March.

Example: Member wants to withdraw from co-op effective February 28 (or 29th in a leap year).
Notice must be delivered to co-op office on or before January 1.

Example: Member wants to withdraw from co-op effective March 31.
Notice must be delivered to co-op office on or before February 1.

Death of a member

10.4 (b) Unit rights and responsibilities end at the end of the month after the month of death.

Example: Member dies on March 15.
Month after March is April.
Rights and responsibilities end on April 30.

Notice to Appear for arrears

11.2(c) Notice to Appear to be given by manager on seventh day after the housing charge payment day.

Example: Co-op office is open Tuesdays and Thursdays and housing charge payment day is first day that the office is open in each month.
May 1 is a Friday.
Housing charges are due on Tuesday May 5.
Seventh day after housing charge payment day is May 12, 2015.

Delivery of Notice to Appear to member

11.7(a) or 12.2(a) At least 10 days before board meeting.

Example: Board meeting is Monday, June 16.
Last day to give notice to member is June 6.

Proposed termination date in Notice to Appear

11.7(b) or 12.2(d) 10 days after board meeting.

Example: Board meeting is Monday, June 16.
Day to put in notice is Thursday, June 26.

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Proposed termination date in Notice to Appear if there is right of appeal

12.2(d) 20 days after board meeting.

Example: Board meeting is Monday, June 16.
Day to put in notice is Sunday, July 6. (It can be a non-business day.)

Delivery of notice of board eviction decision to member.

13.1(e) Within 10 days after board meeting.

Example: Board meeting is Monday, June 16.
Last day to deliver to member is Thursday, June 26.

Member breaks performance agreement or condition in eviction decision.

14.5(a) and (b) Member must be given at least 10 days' notice of decision to proceed with the eviction.

Example: Member misses payment due on June 16.
Notice is given to member on Tuesday, June 17.
First day to take legal action or other steps is Friday, June 27.

Appeal to membership

15.2(a) Member must give written notice to office within seven days after notice of eviction decision was given.

Example: Notice of eviction decision given on Monday, June 16.
Last day to deliver appeal notice is Monday, June 23.

15.2(b) Members' meeting must be at least 14 days after appeal notice received.

Example: Notice of appeal received on Monday, June 23.
Earliest day for members' meeting is Monday, July 7.

15.4(g) If appeal not successful, termination date is second day after meeting (unless the membership changes it).

Example: Members' meeting is Tuesday, July 8.
Termination date is Thursday, July 10.

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